

RECORDING REQUESTED BY:
THE CITY OF SAN DIEGO
AND WHEN RECORDED MAIL TO:

City of San Diego
Attn.: City Planning & Community Investment
Dept. Facilities Financing
1010 2nd Avenue, Suite 600, MS 606F
San Diego, CA 92101

No transfer tax is due as this is a conveyance to a
public agency of less than a fee interest for which no
cash consideration has been paid or received

(THIS SPACE IS FOR RECORDER'S USE ONLY)

FBA FEE DEFERRAL AGREEMENT

THIS FEE DEFERRAL AGREEMENT ("Agreement") is made and entered into as of _____, 20____, by and between _____, a _____ ("Owner/Applicant"), and the CITY OF SAN DIEGO, a California municipal corporation and charter city ("City") (collectively, the "Parties") with reference to the following facts:

- A. Owner/Applicant is the owner of that certain real property in the City of San Diego, County of San Diego, State of California, more particularly described on Exhibit "A" attached.
- B. On _____, 20____, by Resolution No. _____, the _____ of the City approved _____ No. _____, known as _____ (the "Project").
- C. Owner/Applicant has applied for building permits on Project No. _____ (the "Building Permits") for [e.g., that portion of the Project described as] _____ Lot(s) _____, Unit(s) _____, and/or Square Feet _____ (the "Project") in the _____ community.
- D. Upon the issuance of the Building Permits, certain Facilities Benefit Assessments ("FBAs") are due and payable pursuant to San Diego Municipal Code sections 61.2200 et. seq. and 142.0640. The FBAs applicable to the Building Permits are more particularly described on Exhibit "A" attached.
- E. Pursuant to San Diego Municipal Code section 61.2210(b)(3), until November 10, 2011, the City Manager is authorized to enter into agreements to defer the collection of FBAs for a maximum deferral period of two years or until a request for final inspection is made for the Project, whichever is shorter.
- F. The City has determined the following: deferral of collection of fees encourages economic development vital to the City; payment of the FBAs is adequately secured through this Agreement and the City's right to withhold final inspection until the FBAs are paid; and deferral of the FBAs for the Project would not jeopardize the public health, safety and welfare.
- G. City and Owner/Applicant desire to enter into an agreement deferring payment of the FBAs for a period of two (2) years from the date that this Agreement is signed by all the Parties or until a request for final inspection is made for the Project, whichever is shorter, on all of the terms and conditions of this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. City agrees to defer collection of the FBAs for a period of two (2) years from the date that this Agreement is signed by all the Parties or until request for final inspection for the Project is made, whichever is shorter.
2. Owner/Applicant shall pay a non-refundable fee totaling Three Hundred Dollars (\$300.00) to process this Agreement and a fee deferral release.
3. Owner/Applicant, on behalf of itself and its successors and assigns, agrees to pay the FBAs with a cashiers/certified check concurrent with the request for final inspection for the Project (or the applicable proportional amount of the FBAs upon requesting an appointment for final inspection for a portion of the Project), or within two (2) years from the date that this Agreement is signed by all the Parties, whichever is shorter. A final inspection may not be scheduled until the FBAs are paid.
4. All other rights of the Parties shall remain unchanged, as if the FBAs were paid at the time of issuance of the building permit. Without limiting the generality of the foregoing, the amount of the FBAs payable shall be as set forth in the fee schedule in the public facilities financing plan in effect when this Agreement is executed by the City or the fees approved by the City Council for a subsequent update of the public facilities financing plan, whichever fee schedule is lower.
5. This Agreement shall be recorded in the Office of the San Diego County Recorder and shall constitute a lien for the payment of the FBAs binding upon, and running with, the Property. If Owner/Applicant sells all or any portion of the Property, Property shall not be released of any obligations under this Agreement relating to the Property or the portion of the Property which is being acquired.
6. The burden of this Agreement shall be released from title to the Property (or an individual lot, parcel or unit within the Property) upon the payment of the FBAs (or the proportionate amount of the FBAs applicable to any such portion of the Property). Within a reasonable time following payment of the FBAs (or the applicable proportional amount of the FBAs), the City shall execute a lien release which shall be in standard form releasing the burden of this Agreement from the title to the Property (or to such portion of the Property).

IN WITNESS WHEREOF, this Agreement is executed by THE CITY OF SAN DIEGO, acting by and through its Mayor, pursuant to Ordinance No. O-19893, authorizing such execution, and by Owner/Applicant.

OWNER/APPLICANT,

The CITY OF SAN DIEGO,
a California municipal corporation

By: _____
Facilities Financing Manager

By: _____

Its: _____

Approved as to form and legality this
_____ day of _____, 20____.

JAN I. GOLDSMITH, City Attorney

By: _____
Deputy City Attorney

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On _____, 20__, before me, _____, Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I Certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.

Signature _____ (Seal)

Exhibit “A”
Property Description and List of Fees

Property Description (Legal Description)

List of Fees and Assessments

PROJECT
NUMBER

FBA⁽¹⁾
PAYMENT DUE

- (1) FBA, including all annual inflationary rate increases due, shall be as set forth in the fee schedule in the public facilities financing plan in effect when the Fee Deferral Agreement is executed by the City or the fees approved by the City Council for a subsequent update of the public facilities financing plan, whichever fee schedule is lower.